1	APPENDIX				
2	TABLE 1				
3		Plaintiffs' Position	Meta's Response		
4		Defendants' deceptive	For the reasons explained in Meta's		
5		conduct is prohibited by	briefing, Plaintiffs' assertion that		
6		the UDAP laws of all 25 states raised	Meta's alleged conduct is prohibited is incorrect. Meta understands that		
		in Defendants' motion.	Plaintiffs intend this table to address		
7			the "trade," "commerce," "consumer		
8			transaction," and related requirement briefed by the Parties and responds on		
9			that basis. See also Meta Appendix D		
10			(laying out state-by-state requirements).		
10		Alabama's Deceptive Trade Practices Act defines "trade" and "commerce" to include	Ala. Code § 8-19-5 (limiting "deceptive acts or practices" to those "in the <i>conduct</i>		
11		"the advertising, buying, offering for sale,	of any trade or commerce" (emphasis		
12		sale or distribution or performance of any	added)); Ala. Code § 8-19-3(14) ("Trade		
13		service or goods, and any other article, commodity, or thing of value wherever	or commerce includes but is not limited to, the advertising, buying, offering for		
		situated and shall include any trade or	sale, sale or distribution or performance of		
14		commerce affecting the people of this	any service or goods, and any other		
15		state." Ala. Code § 8-19-3(14) (2023) (emphasis added). Defendants' deceptive	article, commodity, or thing of value wherever situated and shall include any		
16	ΑТ	conduct occurred in connection with trade	trade or commerce affecting the people of		
	AL	and commerce. See supra Part I.A.	this state."); Ala. Code § 8-19-10(a)		
17		"Consumer" is defined as "[a]ny natural person who buys goods or services for	(providing that "[a]ny person who commits one or more of the acts or		
18		personal, family, or household use." § 8-19-	practices declared unlawful under this		
19		3(4). Plaintiffs "buy" access to Defendants'	chapter and thereby causes monetary		
20		platforms through the provision of valuable personal data and attention. <i>See supra</i> Part	damage to a consumer shall be liable to each <i>consumer</i> " (emphasis added));		
		I.A.	Ala. Code § 8-19-3(4) (a "consumer" is		
21			"[a]ny natural person who <i>buys</i> goods or		
22			services for personal, family, or household use" (emphasis added)).		
23					
24					
25					
26					
27					
28					

1		Connecticut's Unfair Trade Practices Act	Conn. Gen. Stat. Ann. § 42-110b(a) ("No
2		defines "trade" and "commerce" to mean	person shall engage in unfair methods of
2		"the advertising, the sale or rent or lease, the offering for sale or rent or lease, or the	competition and unfair or deceptive acts or practices <i>in the conduct of any trade or</i>
3		distribution of any services and any	commerce." (emphasis added)).
4	CT	property, tangible or intangible, real,	
5		personal or mixed, and any other article, commodity, or thing of value in this state."	
		Conn. Gen. Stat. § 42-110a (2023)	
6		(emphasis added). Defendants' deceptive	
7		conduct occurred in connection with trade and commerce. <i>See supra</i> Part I.A.	
8		Georgia's Fair Business Practices Act	Ga. Code Ann. § 10-1-393(a) ("Unfair or
9		defines "trade" and "commerce" to mean	deceptive acts or practices in the conduct
		"the advertising, distribution , sale, lease, or offering for distribution, sale, or lease of	of <i>consumer transactions</i> and consumer acts or practices <i>in trade or commerce</i> are
10		any goods, services, or any property,	declared unlawful. (emphasis added));
11		tangible or intangible, real, personal, or	Henderson v. Gandy, 270 Ga. App. 827,
12		mixed, or any other article, commodity, or thing of value wherever situate and shall	830 (2004) (requiring that the representations be "intended to encourage
		include any trade or commerce directly or	consumer transactions").
13		indirectly affecting the people of this state."	
14	GA	Ga. Code Ann. § 10-1-392(a)(28) (2023) (emphasis added). Defendants' deceptive	
15		conduct occurred in connection with trade	
		and commerce. See supra Part I.A.	
16		"Consumer transactions" means "the sale, purchase, lease, or rental of goods, services,	
17		or property, real or personal, primarily for	
18		personal, family, or household purposes." §	
19		10-1-392(a)(10). Plaintiffs' provision of data to Defendants in exchange for access to	
		their platforms are "consumer transactions."	
20		See supra Part I.A.	AND COMPANY CO
21		Hawaii's Unfair or Deceptive Acts or Practices Act prohibits "unfair or deceptive	HRS § 480-2 ("Unfair methods of competition and unfair or deceptive acts
22		acts or practices in the conduct of any trade	or practices in the conduct of any trade or
		or commerce[.]" HRS § 480-2 (2023)	commerce are unlawful."(emphasis
23	HI	(emphasis added). Defendants' deceptive conduct occurred in connection with trade	added)); Baham v. Ass'n of Apartment Owners of Opua Hale Patio Homes, 2014
24		and commerce. See supra Part I.A.	WL 2761744, at *19 (D. Haw. June 18,
25			2014) ("trade or commerce" means "a
26			transaction [that] occurs in a business context").
	L		
27			
28			
"			

1			Idaho's Consumer Protection Act defines	Ind. Code Ann. § 24-5-0.5-3(a) ("A
2			"trade" and "commerce" as "the	supplier may not commit an unfair,
2			advertising, offering for sale, selling,	abusive, or deceptive act, omission, or
3			leasing, renting, collecting debts arising out	practice in connection with a consumer
			of the sale or lease of goods or services or	transaction." (emphasis added)); Catrett
4			distributing goods or services, either to or	v. Landmark Dodge, Inc., 253 Ga. App.
5			from locations within the state of Idaho, or	639, 642 (2002) ("To come within the
3			directly or indirectly affecting the people of	FBPA, therefore, the deceptive activity
6		ID	this state." Idaho Code Ann. § 48-602(2)	must take place in the context of the
		ID	(2023) (emphasis added). "Goods" means	consumer marketplace."); Ga. Code Ann.
7			"any property, tangible or intangible,	§ 10-1-392(a)(7) ("[c]onsumer acts or
8			real, personal or mixed, and any other article, commodity, or thing of value	practices" means "acts or practices intended to encourage consumer
0			wherever situate, including certificates or	transactions"); Ga. Code Ann. § 10-1-
9			coupons exchangeable for such goods." §	392(a)(10) ("Consumer transactions,"
			48-602(6) (emphasis added). Defendants'	means "the sale, purchase, lease, or rental
10			deceptive conduct occurred in connection	of goods, services, or property, real or
11			with trade and commerce. See supra Part	personal, primarily for personal, family, or
11			I.A.	household purposes.").
12			Illinois's Consumer Fraud and Deceptive	815 ILCS 505/2 ("Unfair methods of
.			Business Practices Act defines "trade" and	competition and unfair or deceptive acts
13			"commerce" to "mean the advertising,	or practices in the conduct of any
14			offering for sale, sale, or distribution of	<i>trade or commerce</i> are hereby declared
17			any services and any property, tangible	unlawful whether any person has in fact
15			or intangible, real, personal or mixed, and	been misled, deceived or damaged
1.			any other article, commodity, or thing of	thereby." (emphasis added)); 815 ILCS
16			value wherever situated, and shall include	505/1(f) ("The terms 'trade' and
17			any trade or commerce directly or	'commerce' mean the advertising, offering
1 /		TT	indirectly affecting the people of this	for sale, sale, or distribution of any
18		IL	State." 815 Ill. Comp. Stat. 505/1(f) (2023)	services and any property, tangible or
10			(emphasis added). Defendants' deceptive conduct occurred in connection with trade	intangible, real, personal or mixed, and
19			and commerce. See supra Part I.A.	any other article, commodity, or thing of value wherever situated, and shall include
20			and commerce. See supra 1 art 1.A.	any trade or commerce directly or
_				indirectly affecting the people of this
21				State."); City of Chicago v. Purdue
22				Pharma L.P., 2021 WL 1208971, at *4
22				(N.D. Ill. Mar. 31, 2021) (requiring "the
23				defendant's intent that the plaintiff rely on
				the deceptive or unfair practice").
24				
25				
23				
26				
27				
28				
~				

1		Indiana's Deceptive Consumer Sales Act	Ind. Code Ann. § 24-5-0.5-3(a) ("A
2		defines "consumer transaction" to mean "a	supplier may not commit an unfair,
²		sale, lease, assignment, award by chance, or	abusive, or deceptive act, omission, or
3		other disposition of an item of personal property, real property, a service, or an	practice in connection with a consumer transaction." (emphasis added)); Catrett
4		intangible to a person for purposes that	v. Landmark Dodge, Inc., 253 Ga. App.
5		are primarily personal, familial, charitable,	639, 642 (2002) ("To come within the
3		agricultural, or household, or a solicitation	FBPA, therefore, the deceptive activity
6	IN	to supply any of these things." Ind. Code § 24-5-0.5-2(1) (2023) (emphasis added).	must take place in the context of the consumer marketplace."); Ga. Code Ann.
٦	111	Plaintiffs' provision of data to Defendants	§ 10-1-392(a)(7) ("[c]onsumer acts or
7		in exchange for access to their platforms are	practices" means "acts or practices
8		"consumer transactions." See supra Part	intended to encourage consumer
		I.A.	transactions"); Ga. Code Ann. § 10-1-
9			392(a)(10) ("Consumer transactions,"
10			means "the sale, purchase, lease, or rental
10			of goods, services, or property, real or
11			personal, primarily for personal, family, or
10		T	household purposes.").
12		Kansas's Consumer Protection Act defines	Kan. Stat. Ann. § 50-626(a) ("No supplier
13		"consumer transaction" to mean "a sale,	shall engage in any deceptive act or practice <i>in connection with a consumer</i>
		lease, assignment or other disposition for value of property or services within this	transaction." (emphasis added)); Kan.
14		state, except insurance contracts regulated	Stat. Ann. § 50-624(c) ("Consumer
15	17.0	under state law, to a consumer; or a	transaction' means a sale, lease,
	KS	solicitation by a supplier with respect to any	assignment or other disposition for value
16		of these dispositions." Kan. Stat. Ann. § 50-	of property or services within this state,
17		624(c) (2023). Plaintiffs' provision of data	except insurance contracts regulated under
1 /		to Defendants in exchange for access to	state law, to a consumer; or a solicitation
18		their platforms are "consumer transactions."	by a supplier with respect to any of these
		See supra Part I.A.	dispositions." (emphasis added)).
19		Kentucky's Consumer Protection Act	Ky. Rev. Stat. § 367.170(1) ("Unfair,
20		broadly defines "trade" and "commerce" to be "the advertising, offering for sale, or	false, misleading, or deceptive acts or
20		distribution of any service and any	practices <i>in the conduct of any trade or commerce</i> are hereby declared unlawful."
21		property, tangible or intangible, real,	(emphasis added)); Ky. Rev. Stat. §
22		personal or mixed, and any other article,	367.110(2) ("Trade' and 'commerce'
	KY	commodity, or thing of value, and shall	means the advertising, offering for sale, or
23	IX I	include any trade or commerce directly	distribution of any services and any
24		or indirectly affecting the people of this	property, tangible or intangible, real,
24		Commonwealth." Ky. Rev. Stat. Ann. §	personal or mixed, and any other article,
25		367.110(2) (West 2023). Defendants'	commodity, or thing of value, and shall
2.		deceptive conduct occurred in connection with trade and commerce. <i>See supra</i> Part	include any trade or commerce directly or indirectly affecting the people of this
26		I.A.	Commonwealth.").
27			
28			
"			

1			Louisiana's Unfair Trade Practices Act	La. Stat. Ann. § 51:1405 ("Unfair methods
2			broadly defines "trade and commerce" as	of competition and unfair or deceptive
			"the advertising or distribution of any services and any property, corporeal or	acts or practices <i>in the conduct of any</i> trade or commerce are hereby declared
3			incorporeal, immovable or movable, and	unlawful." (emphasis added)); La. Stat.
4			any other article, commodity, or thing of	Ann. § 51:1402(9) ("Trade and
~			value wherever situated, and includes any	commerce" defined as "the advertising,
5		LA	trade or commerce directly or indirectly	offering for sale, sale, or distribution of
6			Ann. § 51:1402(10) (2023). Defendants'	any services and any property, corporeal or incorporeal, immovable or movable,
7			deceptive conduct occurred in connection	and any other article, commodity, or thing
/			with trade and commerce. See supra Part	of value wherever situated, and includes
8			I.A.	any trade or commerce directly or
9				indirectly affecting the people of the
,			Maine Unfair Trade Practices Act defines	state."). Me. Rev. Stat. tit. 5, § 207 ("Unfair
10			"trade" and "commerce" to include	methods of competition and unfair or
11			"advertising, offering for sale, sale or	deceptive acts or practices in the conduct
			distribution of any services and any	of any trade or commerce are declared
12			property, tangible or intangible, real,	unlawful." (emphasis added)); Me. Rev.
13			personal or mixed, and any other article, commodity or thing of value wherever	Stat. tit. 5, § 206(3) ("Trade' and commerce' shall include the advertising,
1.4		ME	situate, and shall include any trade or	offering for sale, sale or distribution of any
14			commerce directly or indirectly affecting	services and any property, tangible or
15			the people of this State." Me. Rev. Stat.	intangible, real, personal or mixed, and any
16			Ann. tit. 5, § 206(3) (West 2024) (emphasis	other article, commodity or thing of value
10			added). Defendants' deceptive conduct occurred in connection with trade and	wherever situated, and shall include any trade or commerce directly or indirectly
17			commerce. See supra Part I.A.	affecting the people of this State.").
18			Maryland's Consumer Protection Act	Md. Code Ann., Com. Law § 13-303(1)
			applies to "[t]he sale, lease, rental, loan, or	(act limited to "[t]he sale, lease, rental,
19			bailment of any consumer goods, consumer realty, or consumer services." Md. Code	loan, or bailment of any consumer goods,
20			Ann., Com. Law § 13-303(1) (West 2023).	consumer realty, or consumer services"); Md. Code Ann., Com. Law § 13-101(i)
			Plaintiffs' provision of data to Defendants	("sale" means "[s]ale of or offer or
21			in exchange for access to their platforms are	attempt to sell merchandise, real property,
22			"sales." See supra Part I.A.	or intangibles for cash or credit; or
22		MD		[s]ervice or offer for service which relates to any person, building, or equipment.");
23				id. § 13-101(j) ("Service," means
24				"[b]uilding repair or improvement service;
25				[s]ubprofessional service;[r]epair
				of a motor vehicle, home appliance, or
26				other similar commodity; or [r]epair, installation, or other servicing of any
27				plumbing, heating, electrical, or
				mechanical device.").
28				

1	l		Massachusetts' Regulation of Business	Mass. Gen. Laws Ann. ch. 93A, § 2(a)
2			Practices for Consumers Protection Act	("Unfair methods of competition and
2			defines "trade" and "commerce" to include	unfair or deceptive acts or practices <i>in the</i>
3			"the advertising, the offering for sale, rent or	conduct of any trade or commerce are
			lease, the sale, rent, lease or distribution of	hereby declared unlawful." (emphasis
4			any services and any property, tangible or	added)); Mass. Gen. Laws Ann. ch. 93A, §
5			intangible, real, personal or mixed, any	1(b) ("Trade or commerce" defined as
7		MA	security and any contract of sale of a	including, "the advertising, the offering for
6		MA	commodity for future delivery, and any other article, commodity, or thing of value	sale, rent or lease, the sale, rent, lease or distribution of any services.").
_			wherever situate, and shall include any	distribution of any services.).
7			trade or commerce directly or indirectly	
8			affecting the people of this	
			commonwealth." Mass. Gen. Laws Ann. ch.	
9			93A, § 1(b) (West 2023). Defendants'	
10			deceptive conduct occurred in connection	
10			with trade and commerce. See supra Part I.A.	
11			Michigan's Consumer Protection Act	Mich. Comp. Laws Ann. § 445.903
10			defines "trade" and "commerce" to mean	("Unfair, unconscionable, or deceptive
12			"the conduct of a business providing	methods, acts, or practices <i>in the conduct</i>
13			goods, property, or service primarily for	of trade or commerce are unlawful."
			personal, family, or household purposes and includes the advertising, solicitation,	(emphasis added)).
14			offering for sale or rent, sale, lease, or	
15			distribution of a service or property,	
13			tangible or intangible, real, personal, or	
16		MI	mixed, or any other article, or a business	
_			opportunity." Mich. Comp. Laws § 445.902	
17			(2023) (emphasis added); see also Florists'	
18			Transworld Delivery, Inc. v. Fleurop-	
			Interflora, 261 F. Supp. 2d 837, 848 (E.D.	
19			Mich. 2003) ("There is no requirement that	
20			consumer goods be sold or purchased.").	
20			Defendants' deceptive conduct occurred in connection with trade and commerce. <i>See</i>	
21			supra Part I.A.	
	L		supra 1 att 1.A.	
22				
23				
24				
25				
دے				
26				
27				

1		Missouri's Merchandising Practices Act	Mo. Ann. Stat. § 407.020(1) ("The act, use
2		defines "trade" and "commerce" to include	or employment by any person of any
		"the advertising, offering for sale, sale, or	deception, fraud, false pretense, false
3		distribution, or any combination thereof, of	promise, misrepresentation, unfair
4		any services and any property, tangible or intangible, real, personal, or mixed, and	practice or the concealment, suppression, or omission of any material fact in
7		any other article, commodity, or thing of	connection with the sale or advertisement
5		value wherever situated." Mo. Rev. Stat.	of any merchandise <i>in trade or commerce</i>
6		§ 407.010(7) (2023). Defendants' deceptive	or the solicitation of any funds for any
0	MO	conduct occurred in connection with trade	charitable purpose, as defined in section
7		and commerce. See supra Part I.A.	407.453, in or from the state of Missouri,
8			is declared to be an unlawful practice." (emphasis added)); Mo. Ann. Stat. §
8			407.010(7) ("Trade' or 'commerce', the
9			advertising, offering for sale, sale, or
10			distribution, or any combination thereof,
			of any services and any property, tangible
11			or intangible, real, personal, or mixed, and any other article, commodity, or thing of
12			value wherever situated.").
		Nebraska's Consumer Protection Act	Neb. Rev. Stat. Ann. § 59-1602 ("Unfair
13		defines "trade" and "commerce" to include	methods of competition and unfair or
14		"sale of assets or services and any	deceptive acts or practices in the conduct
		commerce directly or indirectly affecting	of any trade or commerce shall be
15		the people of the State of Nebraska." Neb. Rev. Stat. Ann. § 59-1601(2) (2023)	unlawful. (emphasis added)); Neb. Rev. Stat. Ann. § 59-1601 ("Trade and
16	NE	(emphasis added). "Assets" means "any	commerce shall mean the sale of assets or
1.7		property, tangible or intangible, real,	services and any commerce directly or
17		personal, or mixed, and wherever situated,	indirectly affecting the people of the State
18		and any other thing of value." § 59-1601(3)	of Nebraska.").
10		(emphasis added). Defendants' deceptive conduct occurred in connection with trade	
19		and commerce. See supra Part I.A.	
20		Ohio's Consumer Sales Practices Act	Ohio R.C. § 1345.02(A) ("No supplier
21		defines "consumer transaction" to include	shall commit an unconscionable act or
41		"a sale, lease, assignment, award by chance,	practice in connection with a consumer
22		or other transfer of an item of goods, a service, a franchise, or an intangible, to	transaction." (emphasis added)); Ohio R.C. § 1345.01 (defining "consumer
23		an individual for purposes that are primarily	transaction" to mean "a sale, lease,
	ОН	personal, family, or household, or	assignment, award by chance, or other
24		solicitation to supply any of these things."	transfer of an item of goods, a service, a
25		Ohio Rev. Code Ann. § 1345.01(A)	franchise, or an intangible, to an
		(emphasis added). Plaintiffs' provision of	individual for purposes that are primarily
26		data to Defendants in exchange for access to their platforms are "sales" or "other	personal, family").
27		transfers." See supra Part I.A.	
28			

1		Pennsylvania's Unfair Trade Practices and	73 Pa. Stat. Ann. § 201-3(a) ("Unfair
2		Consumer Protection Law defines "trade"	methods of competition and unfair or
_		and "commerce" to include the	deceptive acts or practices in the conduct
3		"advertising, offering for sale, sale, or distribution of any services and any	of any trade or commerce as defined by " (emphasis added)); 73 Pa. Stat. Ann.
4		property, tangible or intangible" 73 Pa.	§ 201-2(3) ("Trade' and 'commerce'
5	PA	Stat. and Cons. Stat. § 201-2(3) (West	means the advertising, offering for sale,
3		2023) (emphasis added). Defendants'	sale or distribution of any services and
6		deceptive conduct occurred in connection with trade and commerce. <i>See supra</i> Part	any property, tangible or intangible, real, personal or mixed, and any other article,
7		I.A.	commodity, or thing of value wherever
7			situated, and includes any trade or
8			commerce directly or indirectly affecting
			the people of this Commonwealth.").
9		Rhode Island's Deceptive Trade Practices	6 R.I. Gen. Laws Ann. § 6-13.1-2 ("Unfair
10		Act defines "trade" and "commerce" to	methods of competition and unfair or
		include "the advertising, offering for sale,	deceptive acts or practices <i>in the conduct</i>
11		sale, or distribution of any services and any property, tangible or intangible, real,	of any trade or commerce are declared unlawful." (emphasis added)); 6 R.I. Gen.
12		personal, or mixed, and any other article,	Laws Ann. § 6-13.1-1(5) ("Trade' and
	DI	commodity, or thing of value wherever	'commerce' mean the advertising, offering
13	RI	situate, and include any trade or commerce	for sale, sale, or distribution of any
14		directly or indirectly affecting the people of	services and any property, tangible or
		this state." 6 R.I. Gen. Laws § 6-13.1-1(5)	intangible, real, personal, or mixed, and
15		(2023) (emphasis added). Defendants'	any other article, commodity, or thing of
16		deceptive conduct occurred in connection with trade and commerce. <i>See supra</i> Part	value wherever situate, and include any trade or commerce directly or indirectly
		I.A.	affecting the people of this state.").
17		South Carolina's Unfair Trade Practices Act	S.C. Code Ann. § 39-5-20(a) ("Unfair
18		defines "trade" and "commerce to include	methods of competition and unfair or
		"the advertising, offering for sale, sale or	deceptive acts or practices in the conduct
19		distribution of any services and any	of any trade or commerce are hereby
20		property, tangible or intangible, real,	declared unlawful." (emphasis added));
		personal or mixed, and any other article, commodity or thing of value wherever	S.C. Code Ann. § 39-5-10(b) ("Trade and commerce shall include the advertising,
21	SC	situate, and shall include any trade or	offering for sale, sale or distribution of
22		commerce directly or indirectly affecting	any services and any property, tangible or
		the people of this State." S.C. Code Ann. §	intangible, real, personal or mixed, and
23		39-5-10(b) (2023) (emphasis added).	any other article, commodity or thing of
24		Defendants' deceptive conduct occurred in connection with trade and commerce. <i>See</i>	value wherever situate, and shall include any trade or commerce directly or
		supra Part I.A.	indirectly affecting the people of this
25		Sup. of Late Life.	State.").
26	L		
27			
28			
۷٥			

1		Tennessee's Consumer Protection Act	Tenn. Code Ann. § 47-18-104(a) ("Unfair
2		prohibits "unfair or deceptive acts or	or deceptive acts or practices affecting the
		practices affecting the conduct of any trade or commerce." Tenn. Code Ann. § 47–18–	conduct of any trade or commerce constitute unlawful acts or practices and
3		104(b) (2023) (emphasis added).	are Class B misdemeanors. (emphasis
4		Defendants' deceptive conduct occurred in	added)); Tenn. Code Ann. § 47-18-
5	TN	connection with trade and commerce. See	103(20) ('Trade,' 'commerce,' or
		supra Part I.A.	'consumer transaction' means the advertising, offering for sale, lease or
6			rental, or distribution of any goods,
7			services, or property, tangible or
0			intangible, real, personal, or mixed, and
8			other articles, commodities, or things of value wherever situated.").
9		Texas's Deceptive Trade Practices Act	Tex. Bus. & Com. Code Ann. § 17.46 9(a)
10		defines "trade" and "commerce" to include	("False, misleading, or deceptive acts or
		"the advertising, offering for sale, sale,	practices in the conduct of any trade or
11		lease, or distribution of any good or service, of any property, tangible or	commerce are hereby declared unlawful (emphasis added)); Tex. Bus. & Com.
12		intangible, real, personal, or mixed, and	Code Ann. § 17.45(6) ("Trade' and
13		any other article, commodity, or thing of	'commerce' mean the advertising, offering
	$ _{TX}$	value, wherever situated, and shall include any trade or commerce directly or	for sale, sale, lease, or distribution of any good or service, of any property, tangible
14	IA	indirectly affecting the people of this state."	or intangible, real, personal, or mixed, and
15		Tex. Bus. & Com. Code Ann. § 17.45(6)	any other article, commodity, or thing of
16		(West 2023) (emphasis added). Defendants'	value, wherever situated, and shall include
16		deceptive conduct occurred in connection with trade and commerce. <i>See supra</i> Part	any trade or commerce directly or indirectly affecting the people of this
17		I.A.	state."); Tex. Bus. & Com. Code Section
18			17.50(a) ("A consumer may maintain an
		Litali'a Cangunan Calaa Duratiasa Aat	action " (emphasis added)).
19		Utah's Consumer Sales Practices Act defines "consumer transaction" to include	Utah Code § 13-11-4(1) ("A deceptive act or practice by a supplier <i>in connection</i>
20		"a sale, lease, assignment, award by chance,	with a consumer transaction violates this
21		or other written or oral transfer or	chapter whether it occurs before, during,
		disposition of goods, services, or other property, both tangible and intangible	or after the transaction." (emphasis added)); Utah Code § 13-11-3(2)(a)
22	IIT	(except securities and insurance)" to a	("Consumer transaction' means a sale,
23	UT	person for "primarily personal, family, or	lease, assignment, award by chance, or
24		household purposes." Utah Code Ann. § 13-	other written or oral transfer or disposition
		11-3(2)(a) (West 2023) (emphasis added). Plaintiffs' provision of data to Defendants	of goods, services, or other property, both tangible and intangible").
25		in exchange for access to their platforms are	,
26		"sales" or "other dispositions." See supra	
27		Part I.A.	
28			

1			Vermont's Consumer Protection Act	9 V.S.A. § 2453(a) ("Unfair methods of
ر ا			prohibits "unfair or deceptive acts or	competition in commerce and unfair or
2			practices in commerce." Vt. Stat. Ann. tit. 9,	deceptive acts or practices <i>in commerce</i>
3			§ 2453(a) (2023). Defendants' deceptive	are hereby declared unlawful." (emphasis
			conduct occurred in connection with	added)); Vt. Stat. Ann. tit. 9, § 2451a(1)
4			commerce. See supra Part I.A.	(defining "consumer" as "any person who
5			The VCPA defines "consumer" as "any	purchases, leases, contracts for, or
			person who purchases, leases, contracts for, or otherwise agrees to pay	otherwise agrees to pay consideration for goods or services not for resale but for
6	1	VT	consideration for goods or services not for	his or her use or benefit or the use or
٦			resale in the ordinary course of his or her	benefit of a member of his or her
7			trade or business but for his or her use or	household "); Vt. Stat. Ann. tit. 9, §
8			benefit or the use or benefit of a member of	2461(b) (providing a private cause of
			his or her household." § 2451a(a).	action to "[a]ny consumer who contracts
9			Plaintiffs' provision of data to Defendants	for goods or services" (emphasis added)).
10			in exchange for access to their platforms is	
10			"consideration for goods or services." See	
11	_		supra Part I.A.	
12			Virginia's Consumer Protection Act defines	Va. Code § 59.1-200 ("The following
12			"consumer transaction" to include the	fraudulent acts or practices committed by
13			"advertisement, sale, lease, license or offering for sale, lease or license, of goods	a supplier <i>in connection with a consumer</i> transaction are hereby declared
			or services to be used primarily for	unlawful[.] (emphasis added)); Va. Code §
14			personal, family or household purposes."	59.1-198 (defining "consumer
15			Va. Code Ann. § 59.1-198 (2023) (emphasis	transaction" to include "[t]he
			added). "Goods" means "all real, personal	advertisement, sale, lease, license or
16			or mixed property, tangible or intangible.	offering for sale, lease or license, of goods
17	Ц,	VA	For purposes of this statute, intangible	or services to be used primarily for
1 /		V 1 1	property includes but shall not be limited	personal, family or household purposes").
18			to 'computer information' and	
			'informational rights' in computer	
19			information as defined in [Virginia's	
20			Uniform Computer Information Transaction Act] § 59.1-501.2." <i>Id.</i> (emphasis added).	
_			Plaintiffs' provision of data to Defendants	
21			in exchange for access to their platforms are	
22			"consumer transactions." See supra Part	
22			I.A.	
23				
_				
24				
25				
26				
27				
- '				
28				

	TABLE 2			
_		Plaintiffs' Position	Meta's Response	
		Jurisdictions that do not require reliance for UDAP claims.	Many of these jurisdictions do require reliance, or have a causation requirement that, in the context of a misrepresentation, means reliance. <i>See also</i> Meta's Appendix F.	
-	СО	Hamilton v. TBC Corp., 328 F.R.D. 359, 381 (C.D. Cal. 2018) ("[R]eliance does not appear to be an element of a claim under Colorado's consumer protection statute.").	Campfield v. State Farm Mut. Auto. Ins. Co., 532 F.3d 1111, 1120 (10th Cir. 2008) ("A CCPA claim consists of five elements (1) the defendant engaged in an unfair or deceptive trade practice; (2) in the course of its business; (3) significantly impacting the public as actual or potential consumers of the defendant's goods; (4) the plaintiff	
			suffered an injury in fact to a legally protected interest; and (5) the practice	
			caused the injury." (emphasis added)) (citing <i>Rhino Linings USA</i> , <i>Inc. v. Rocky</i>	
			Mountain Rhino Lining, Inc., 62 P.3d 142, 146–47 (Colo. 2003)). In the context of a misrepresentation, this causation	
			requirement necessarily means detrimental reliance.	
	MA	Aspinall v. Philip Morris Cos. Inc., 813 N.E.2d 476, 486 (Mass. 2004) (reliance not required).	Montanez v. 178 Lowell St. Operating Co., LLC, 95 Mass. App. Ct. 699, 702 (2019) ("[T]he question is whether the defendant	
		1	committed an unfair or deceptive act or practice in the conduct of trade or	
			commerce, whether the plaintiff was injured, and whether the defendant's unfai	
			or deceptive act or practice caused the plaintiff's injury."). In the context of a	
			misrepresentation, this causation requirement necessarily means detrimental reliance.	
L				

1	ME	Binette v. Dyer Library Ass'n, 688 A.2d	GxG Mgmt., LLC v. Young Bros. & Co., 457
2		898, 904, 906-08 (Me. 1996) (discussing	F. Supp. 2d 47, 50 (D. Me. 2006) ("A claim
,		"justifiable reliance" as an element of negligent misrepresentation but not as an	for negligent or intentional misrepresentation requires proof of
3		element of the Maine unfair or deceptive	detrimental reliance upon a material false
4		act claim)	statement of fact. Similarly, a claim for a
5			deceptive trade practice requires proof of a material misrepresentation that misleads the
			consumer regarding choice or conduct in
6			relation to a product." (internal citations
7	MNI	Wiscond w Walson Auto Come Inc. 692	omitted)).
8	MN	Wiegand v. Walser Auto. Grps., Inc., 683 N.W.2d 807, 811 (Minn. 2004) (plaintiff	Transclean Corp. v. Bridgewood Servs., Inc., 77 F. Supp. 2d 1045, 1095 (D. Minn.
		need not "plead[] and prove[e] 'traditional	1999) (a plaintiff must allege that "the
9		common law reliance'" for Consumer	plaintiff was injured or is likely to be
10		Fraud Act claim).	injured as a result" of the misrepresentation). In the context of a
11			misrepresentation, this causation
12			requirement necessarily means detrimental
12	NC	<i>In re Hester</i> , 2015 WL 6125308, at *4	reliance. Bumpers v. Cmty. Bank of N. Va., 367 N.C.
13		(Bankr. E.D.N.C. Oct. 16, 2015) (holding	81, 88 (2013) ("[A] claim under [North
14		that plaintiff asserting North Carolina	Carolina's statute] stemming from an
15		UDAP claim need not show reliance unless the claim "stem[s] from alleged	alleged misrepresentation does indeed require a plaintiff to demonstrate reliance
13		misrepresentations").	on the misrepresentation in order to show
16			the necessary proximate cause").
17	ND	In re Pharm. Indus. Average Wholesale Price Litig., 252 F.R.D. 83, 98 (D. Mass.	N. Bottling Co. v. Henry's Foods, Inc., 474 F. Supp. 3d 1016, 1028 (D.N.D. 2020) (a
18		2008) (listing North Dakota's consumer	plaintiff must prove "the plaintiff has been
		protection statute as among those the	or is likely to be injured as a result of the
19		parties "appear to agree do not require the element of reliance"); N.D. Cent. Code	false statement"). In the context of a misrepresentation, this causation
20		§ 51-15-02 (defining relevant acts as	requirement necessarily means detrimental
21		deceptive "whether or not any person has	reliance.
		in fact been misled, deceived, or damaged ").	
22	NJ	Gennari v. Weichert Co. Realtors, 691	Smajlaj v. Campbell Soup Co., 782 F. Supp.
23		A.2d 350, 366 (N.J. 1997) (reliance not	2d 84, 100 (D.N.J. 2011) (requiring "a
24		required); Varacallo v. Mass. Mut. Life Ins. Co., 752 A.2d 807, 813–14 (N.J.	direct causal connection between the misrepresentation and the plaintiff's
		Super. Ct. App. Div. 2000) (noting	defeated expectations."). In the context of a
25		consumer fraud differs as a cause of action	misrepresentation, this causation
26		from common-law fraud, which "requires proof of reliance").	requirement necessarily means detrimental reliance.
27		proof of renance j.	Tenanee.
28			
20			

1	ОН	Delahunt v. Cytodyne Techs., 241 F. Supp. 2d 827, 835 (S.D. Ohio 2003) ("Unlike a	Cicero v. Am. Satellite, Inc., 2011-Ohio-4918, ¶ 19 (affirming summary judgment
2		fraud claim, where a plaintiff must allege	for appellee because appellant "had prior
3		harm above and beyond the	knowledge of the facts such that he was not
		misrepresentation and reliance thereon, a	and could not be deceived by appellee's
4		cause of action accrues under the Consumer Sales Practices Act as soon as	acts").
5		the allegedly unfair or deceptive	
6		transaction occurs.").	
0	OR	Sanders v. Francis, 561 P.2d 1003, 1006	Clark v. Eddie Bauer LLC, 371 Or. 177, 191
7		(Or. 1977) (claims alleging "failure to disclose" do not require reliance).	(2023) ("the plaintiffs had failed to show
8		disclose do not require renance).	that they could litigate the issue of reliance").
9	RI	Pharm. Indus. Average Wholesale Price	Laccinole v. Assad, 2016 WL 868511, at *7
10		Litig., 252 F.R.D. at 98 (listing Rhode Island's consumer protection statute as	(D.R.I. Mar. 7, 2016) ("To adequately plead a claim, Laccinole must allege (1) that he
11		among those the parties "appear to agree do not require the element of reliance").	was the subject of a deceptive practice or act in connection with the purchase of a
12			service; and (2) that he suffered an ascertainable loss of money or property as a
13			result of the deceptive practice"). In the context of a misrepresentation, this
14			causation requirement necessarily means
15	SC	Wright v. Craft, 640 S.E.2d 486, 498 (S,C.	detrimental reliance. Gault v. Thacher, 367 F. Supp. 3d 469, 485
16		Ct. App. 2006) (citing S.C. Code Ann. §	(D.S.C. 2018) (To bring a successful
17		39-5-10 <i>et seq</i> .) (listing elements of a claim under South Carolina's unfair trade	SCUTPA claim, "the plaintiff must show: the plaintiff suffered monetary or
18		practices law).	property loss as a result of the defendant's unfair or deceptive act(s).") (citing Wright v.
19			Craft, 372 S.C. 1, 640 S.E.2d 486, 498 (S.C. Ct. App. 2006)). In the context of a
			misrepresentation, this causation
20			requirement necessarily means detrimental
21			reliance.
22			
23			
24			
25			
26			
27			
28			

1		TABLE 3		
2 3		Plaintiffs' Position	Meta's Response	
4 5		Jurisdictions that recognize nondisclosure may support a negligent-misrepresentation claim.	Many of these jurisdictions do not in fact recognize a tort of negligent omissions. See also Meta's Appendix H.	
6 7 8	AL	Auburn's Gameday Ctr. at Magnolia Corner Owners Ass'n v. Murray, 138 So. 3d 317, 329 (Ala. Civ. App. 2013) (acknowledging negligent "fail[ure] to disclose").	Meta acknowledges that Alabama recognizes negligent misrepresentation by nondisclosure.	
9 10	AZ	McAlister v. Citibank, 829 P.2d 1253, 1261 (Ariz. Ct. App. 1992) ("Negligent misrepresentation requires a misrepresentation or omission of a fact.").	Meta acknowledges that Arizona recognizes negligent misrepresentation by nondisclosure.	
11 12 13 14 15 16	СО	Elevation 10175, LLC v. Douglas Cnty. Ins. Servs, Inc, 2020 WL 11271852, at *3 (Colo. Dist. Ct. Dec. 1, 2020) ("negligent omission of information can lead to liability").	Craig Hospital v. Tyson Foods, Inc., 2019 WL 5095737, at *6-7 (D. Colo. July 22, 2019) ("conclud[ing] that the Colorado Supreme Court would require that a negligent misrepresentation claim be grounded in affirmative statements") (collecting cases). Martin v. Chinese Children Adoption International, 2020 WL 6585796, at *13-14 (D. Colo. Nov. 10, 2020) (same) (collecting cases).	
17 18 19 20	DE	Weingarden v. Milford Anesthesia Associates, P.C., 2013 WL 3119578, at *20 (Conn. Super. Ct. May 30, 2013) ("Nondisclosure can form the basis of a negligent misrepresentation claim."). Oracle Partners, L.P. v. Biolase, Inc., 2014 WL 2120348, at *19 (Del. Ch. May 21, 2014),	Meta acknowledges that this case recognized nondisclosure as a basis of a negligent misrepresentation claim, but notes that it is a non-binding trial court decision. Meta acknowledges that Delaware	
212223		aff'd, 97 A.3d 1029 (Del. 2014) (acknowledging "false statements or omissions" as bases for a negligent misrepresentation claim).	recognizes negligent misrepresentation by nondisclosure.	
24 25	НІ	Exotics Hawaii-Kona, Inc. v. E.I. Du Pont De Nemours & Co., 172 P.3d 1021, 1067 n.3 (Haw. 2007) (noting Restatement (Second) of Torts § 551 (1977), which includes "duty to	Newcomb v. Cambridge Home Loans, Inc., 861 F. Supp. 2d 1153, 1163 (D. Haw. 2012) ("As a preliminary matter, Plaintiff does not cite, nor has the	
26 27		exercise reasonable care to disclose").	Court found, any authority recognizing a claim for negligent concealment. Moreover, concealment contemplates intentional behavior, not negligent	
28			behavior.").	

1	LA	McAuslin v. Grinnell Corp., 1999 WL 370597,	Meta acknowledges that Louisiana
2		at *2 (E.D. La. June 8, 1999) ("[N]egligent	recognizes negligent misrepresentation
		misrepresentation encompasses nondisclosures	by nondisclosure.
3	MI	as well as affirmative misrepresentations."). Burket v. Hyman Lippitt, P.C., 560 F. Supp. 2d	Donald v. Hi-Tec Bldg. Services, Inc.,
4	IVII	571, 597 (E.D. Mich. 2008) ("[A] claim for	2013 WL 5521632, *2 (W.D. Mich.
		negligent misrepresentation under Michigan	2013) ("The Michigan Court of
5		law can be based on omissions so long as there	Appeals has 'declined to extend the
6		is a duty to disclose."), vacated in part on	tort of negligent misrepresentation
		other grounds, 2008 WL 2478308 (E.D. Mich. June 17, 2008).	beyond the misrepresentation of facts that can be independently verified'
7		June 17, 2006).	In other words, a claim for negligent
8			misrepresentation must be based on
			misrepresentations of fact, not on
9	101		opinions or omissions").
10	MN	In re Target Corp. Customer Data Sec. Breach Litig., 64 F. Supp. 3d 1304, 1310-12 (D. Minn.	Meta acknowledges that this case recognized nondisclosure as a basis of
11		2014) (analyzing negligent-omission claim).	a negligent misrepresentation claim,
11		2011) (unaryzing negingent emission etain).	but notes that it is a non-binding trial
12			court decision.
13	MS	Horace Mann Life Ins. Co. v. Nunaley, 960 So.	Meta acknowledges that Mississippi
		2d 455, 461 (Miss. 2007) (identifying the first	recognizes negligent misrepresentation by nondisclosure.
14		element of negligent misrepresentation as "a misrepresentation or omission of a fact").	by nondisciosure.
15	MO	Wengert v. Thomas L. Meyer, Inc., 152 S.W.3d	Meta acknowledges that Missouri
1.0		379, 382 (Mo. Ct. App. 2004) ("[N]egligent	recognizes negligent misrepresentation
16		misrepresentation can arise from a person's	by nondisclosure.
17		affirmative misrepresentations or from passive nondisclosure.").	
18	MT	Jackson v. State, 956 P.2d 35, 49 (Mont. 1998)	Meta acknowledges that Montana
10	1111	(analyzing negligent nondisclosure claim).	recognizes negligent misrepresentation
19		,	by nondisclosure.
20	NE	Gibb v. Citicorp Mortg., Inc., 518 N.W.2d 910,	Nelson v. Cheney, 224 Neb. 756, 761
		921-22 (Neb. 1994) (adopting negligent	(1987) ("[W]e do not believe it wise or
21		misrepresentation cause of action).	good public policy to adopt a theory of negligent concealment in the
22			vendor/purchaser setting").
	NV	Noonan v. Bayview Loan Servicing, 2019 WL	Meta acknowledges that this case
23		1552690, at *1 (Nev. Apr. 8, 2019) (finding	recognized nondisclosure as a basis of
24		summary judgment proper where defendant "neither made an affirmative false statement	a negligent misrepresentation claim,
25		nor omitted a material fact it was bound to	but notes that it is a non-binding trial court decision. Moreover, the cases
25		disclose").	cited by Noonan do not address
26			negligent misrepresentation as it
27			pertains to omissions.
<i>ا</i> ا			
28			

	NH	Ingaharro v. Blanchette, 440 A.2d 445, 447 (N.H. 1982) (implying that negligent misrepresentation by omission is appropriate where there is a duty to disclose).	Meta acknowledges that New Hampshire recognizes negligent misrepresentation by nondisclosure.
	NJ	Eberhart v. LG Elecs. USA, Inc., 188 F. Supp. 3d 401, 410 (D.N.J. 2016) ("[N]egligent misrepresentation claim may be based on an omission.").	Meta acknowledges that this case recognized nondisclosure as a basis of a negligent misrepresentation claim, but notes that it is a non-binding trial court decision.
•	NM	R.A. Peck, Inc. v. Liberty Fed. Sav. Bank, 766 P.2d 928, 933 (N.M. Ct. App. 1988) (evaluating negligent representation where "failure to disclose is alleged").	Meta acknowledges that New Mexico recognizes negligent misrepresentation by nondisclosure.
•	NY	Krobath v. S. Nassau Cmties. Hosp., 178 A.D.3d 807, 808 (N.Y. App. Div. 2019) (analyzing plaintiff's claim as a "species of negligent misrepresentation based on the omission to disclose material facts").	Meta acknowledges that New York recognizes negligent misrepresentation by nondisclosure.
•	OK	Evers v. FSF Overlake Assocs., 77 P.3d 581, 587 n.3 (Okla. 2003) ("[W]here one has a duty to speak, but remains silent, there may be constructive fraud.").	Meta acknowledges that Oklahoma recognizes negligent misrepresentation by nondisclosure.
	OR	Vigilante.com, Inc. v. Argus Test.com, Inc., 2005 WL 2218405, at *16 (D. Or. Sept. 6, 2005) (explaining Oregon negligent misrepresentation claim requires "negligently making false representations or omitting material facts").	Meta acknowledges that this case recognized nondisclosure as a basis of a negligent misrepresentation claim, but notes that it is a non-binding trial court decision. Moreover, the cases cited by Vigilante.com do not address negligent misrepresentation as it pertains to omissions.
	SC	Pruitt v. Morrow, 342 S.E.2d 400, 401 (S.C. 1986) (recognizing "negligent or reckless non-disclosure" claim).	This decision is limited to facts involving land defects. See Pruitt v. Morrow, 342 S.E.2d 400, 401 (S.C. 1986) ("We hold that the doctrine of caveat emptor is also inapplicable in actions based upon negligent or reckless non-disclosure of land defects.").
•	TN	Justice v. Anderson Cnty., 955 S.W.2d 613, 616 (Tenn. Ct. App. 1997) ("Nondisclosure of a material fact may also give rise to a claim for fraudulent or negligent misrepresentation ").	Meta acknowledges that Tennessee recognizes negligent misrepresentation by nondisclosure.
	UT	Smith v. Frandsen, 94 P.3d 919, 923 (Utah 2004) ("[A]n omission may be actionable as a negligent misrepresentation where the defendant has a duty to disclose").	Meta acknowledges that Utah recognizes negligent misrepresentation by nondisclosure.

1	WA	Van Dinter v. Orr, 138 P.3d 608, 610 (Wash.	Ross v. Kirner, 172 P.3d 701, 704
2		2006) (en banc) ("If a party has a duty to disclose information, the failure to do so can	(Wash. 2007) (Ordinarily, "[a]n omission alone cannot constitute
3		constitute negligent misrepresentation.").	negligent misrepresentation, since the
4			plaintiff must justifiably rely on a misrepresentation.").
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			

1	TABLE 4		
2			
3		Plaintiffs' Position	Meta's Response
4		Jurisdictions that have not decided whether nondisclosure	These jurisdictions do not recognize a tort of negligent omissions. <i>See also</i>
5		may support a negligent- misrepresentation claim.	Meta's Appendix H.
6	IN	<i>Troth v. Warfield</i> , 495 F. Supp. 3d 729, 742	This case does not stand for the
7		(N.D. Ind. 2020) (negligent misrepresentation law in Indiana is evolving and in a state of "relative chaos").	proposition that there is a negligent omission tort.
8	IA	The Nat'l Bank v. FCC Equip. Fin., Inc., 801	This case does not stand for the
9		N.W.2d 17, 22 (Iowa Ct. App. 2011) (dismissing negligent nondisclosure claim on	proposition that there is a negligent omission tort.
10		other grounds, declining to decide whether such a claim exists).	
11	KA	Hanson v. Hackman Corp., 2008 WL 4471679, at *6 (Kan. Ct. App. 2008)	Plastic Packaging Corp. v. Sun Chem. Corp., 136 F. Supp. 2d 1201, 1207 n.2
12		("Kansas has not adopted the tort of	(D. Kan. 2001) (noting that Kansas has
13		negligent nondisclosure, although neither has the tort directly been rejected.").	not recognized the common law tort of "negligent omission").
14	MD	Chassels v. Krepps, 174 A.3d 896, 902 (Md. Ct. Spec. App. 2017) (acknowledging that	Shaw v. Brown & Williamson Tobacco Corp., 973 F. Supp. 539, 549-50 (D. Md.
15		negligent concealment has not yet been recognized as a tort in Maryland).	1997) ("the Court is aware of no case in Maryland where a judgment for
16		recognized as a tort in ivial yland).	negligent misrepresentation was upheld
17			in the absence of such an affirmative representation").
18	NC	Bradshaw v. Maiden, 2015 WL 4720387, at *9 (N.C. Super. Ct. Aug. 10, 2015) aff'd,	Bonham v. Wolf Creek Academy, 767 F. Supp. 2d 558, 570 (W.D.N.C. 2011)
19		2022 WL 17985671881, at *1 (N.C. App. Ct. 2022) (plaintiff successfully alleged a claim	("negligent omissions as opposed to
20		for negligent misrepresentation based on	negligent misrepresentations cannot form the basis of a claim for negligent
21		defendant's "false and fraudulent representations, omitted material facts and	misrepresentation under North Carolina law") (emphasis in original).
22		told deceptive half-truths").	DeGorter v. Capitol Wealth, Inc., 2016
23			WL 3944086, at *10 n.2 (N.C. Sup. Ct. 2016) (dismissing claim for negligent
24			misrepresentation "with prejudice to the extent the claim is based on negligent
25			omissions").
26			
27			

1	WI	Eberts v. Goderstad, 569 F.3d 757, 767 n.8	Ramsden v. Farm Credit Services of
2		(7th Cir. 2009) (noting that Wisconsin's pattern jury instructions contemplate "silence	North Central Wisconsin ACA, 590 N.W.2d 1, 8 (Wis. Ct. App. 1998) ("A
3		if there is a duty to speak" as "a	claim for negligent misrepresentation requir[es] that defendant made a
4		representation of a fact for purposes of negligent misrepresentation").	factual representation").
5			Betty Andrews Revocable Trust v. Vrakas/Blum, S.C., 2008 WL 4810769,
6			at *4 n. 12 (Wis. Ct. App. Nov. 6, 2008) (whether a claim for negligent
7			misrepresentation can arise from a
8			failure to disclose is an open question in Wisconsin) (citing <i>Kaloti Enterprises</i> ,
9			Inc. v. Kellogg Sales Co., 699 N.W.2d 205, 212 n.3 (Wis. 2005)).
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			